

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Second Amendment to the Seminole County and City of Oviedo Community Park Agreement (Shane Kelly Park)

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Don Fisher

EXT: 7212

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Second Amendment to the Seminole County and City of Oviedo Community Park Agreement.

District 1 Bob Dallari

Don Fisher

BACKGROUND:

At the August 8, 2006 joint worksession, the City of Oviedo presented a funding request of \$250,000 to be applied to equestrian elements at Shane Kelly Park (fka Winter Miles). By consensus, the Board agreed to consider providing said funds, subject to an agreement. This has been provided for in the attached Second Amendment to the Seminole County and City of Oviedo Community Park Agreement, which also extends the timeframe in which to construct bathroom facilities at the Park from the original date of June 30, 2006, to December 30, 2007.

The equestrian elements, consisting of stablized parking for horse trailers with a trail connection to Lockwood Boulevard, were originally contemplated several years ago as a County project. The approach at that time was that the County would provide \$250,000 to the City of Oviedo for design and contruction of the elements. The City's proposal at the August 2006 joint worksession requested the County to provide those same funds, but to give the City more discretion in terms of how the equestrian parking will be provided. Further, the City proposed matching these funds with an additional \$250,000 and providing an additional \$90,000 in grant monies the City received. The City committed to provide the equestrian parking and the internal trail connection. Furthermore, the City indicated they would work with the "Friends of Winter Miles" to provide as many additional equestrian elements, as feasible.

Although not remarkably different from the original concept, this new approach for the equestrian parking was incorporated into the Shane Kelly Park, as indicated in the conceptual plan, and not in its own separate area. During discussion at the worksession, the City indicated that the equestrian components were equivalent to what the County had planned. Following much discussion, the Board provided consensus to consider an agreement outlining specific equestrian improvements as well as timelines for completing the same. Highlights of the Second Amendment to the Seminole County and City of Oviedo Community Park Agreement are:

- The City will provide design and construction services consisting of an unpaved stablized access drive, twenty (20) unpaved equestrian parking spaces and a trail connection to

Lockwood Boulevard;

- The County Engineer will be provided with a copy of the plans to verify compliance with the terms and conditions of the Agreement;
- The County will reimburse the City an amount not to exceed \$30,000 for design and engineering and not to exceed \$220,000 for construction;
- The timeline for completion of the parking and trail connection is June 1, 2008 with a provision that the City repay the County for failure to complete the project; and
- The timeline for completion of other improvements (most specifically a restroom facility) contemplated in the January 30, 2001 funding Agreement is proposed for extension to December 31, 2007. Failure to complete the improvements requires repayment of the County's \$1,000,000 contribution toward the purchase of the park, unless substantial completion is made, whereupon 50% must be repaid.

Inadvertantly not included in the Agreement was a stipulation that the City funds used for this project are not to be from other sources, such as grants. Should the Board find this provision necessary, staff will revise the Agreement and resubmit the same to the City for its consideration.

Please note that the attached Agreement was approved by the City of Oviedo at its March 5, 2007 meeting. It was delayed being brought forward to the Board due to an offsite equestrian easement the County was attempting to secure. This easment is important as it provides the means from which to get from Shane Kelly Park to the Flagler Trail. The County now has this easement in its possession.

The First Amendment to the Seminole County and City of Oviedo Community Park Agreement and the original Seminole County and City of Oviedo Community Park Agreement are also attached for reference.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Second Amendment to the Seminole County and City of Oviedo Community Park Agreement.

ATTACHMENTS:

1. Second Amendment to the Seminole County and City of Oviedo Community Park Agreement
2. First Amendment to the Seminole County and City of Oviedo Community Park Agreement
3. Seminole County and City of Oviedo Community Park Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**SECOND AMENDMENT TO SEMINOLE COUNTY AND CITY OF OVIEDO
COMMUNITY PARK AGREEMENT**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on January 30, 2001, as amended January 30, 2006, between **CITY OF OVIEDO, FLORIDA**, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, CITY and COUNTY entered into the above-referenced Agreement on January 30, 2001, as amended January 30, 2006, for the development and operation of a multipurpose community park; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 7 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2(b) of the Agreement is amended to read:

(b) In the event that the WINTER MILES PROPERTY is not developed in accordance with Section 2(a) by December 31, 2007, CITY agrees to repay COUNTY the full amount of COUNTY's contribution as described in Section 3 below; provided, however, that in the event substantial completion, as determined by COUNTY, has occurred by December 31, 2007, CITY agrees to repay COUNTY fifty percent (50%) of COUNTY's contribution

as described in Section 3 below. Substantial completion shall include, at a minimum, the three (3) lighted multi-purpose fields (minimum three (3) acres each).

2. Section 15 is hereby added to the Agreement, to read:

Section 15. Additional Trailhead and Trail Construction.

(a) CITY agrees to provide design and construction services for a Trailhead consisting of an unpaved, stabilized access drive, twenty (20) unpaved equestrian parking spaces and a Trail section which will provide connection to Lockwood Boulevard to allow access to the County's Trail System and which shall be an eight (8) foot wide, mulch-covered, firm unyielding surface and/or a ten (10) foot wide boardwalk.

(b) CITY shall be responsible for managing and directing the preparation of the design and engineering construction plans for the Trailhead and Trails, including the preparation and submittal of the application for all required permits and approvals therefore. CITY may utilize one of its continuing services contract consultant's for the preparation of the design and engineering construction plans. CITY shall provide COUNTY with construction plans which include a summary of pay items, cost, and scope for County Engineer's review and approval. County Engineer's Office shall complete its review process and respond to CITY within thirty (30) days after its receipt of the plans. Failure to provide written response within such period shall be deemed approval.

(c) COUNTY shall reimburse CITY for all costs, fees, and expenses incurred by CITY for the design and construction of the Trailhead and Trail, including without limitation construction plan preparation, engineering, surveying, soils investigation, environmental, and permitting costs and fees, in an amount not to exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) for design and engineering and TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00) for

construction. Any remainder of the design funding can be applied to the construction funding. In no case shall the amount of reimbursement funding from COUNTY exceed \$250,000.00.

Payment shall be on a monthly basis, within thirty (30) days after receipt by COUNTY of a written invoice request from CITY and inspection, approval, and acceptance by COUNTY of the portion of work for which reimbursement is requested. The costs of obtaining the bonds and insurance required for construction shall be deemed a cost of construction.

(d) CITY shall cause construction of the Trailhead and Trail to be in accordance with the approved construction plans and permits. Construction changes and deviations from the approved construction plans will not be permitted unless prior approval from COUNTY is obtained. COUNTY shall have the right to withhold payment in the event that construction is not performed in accordance with the approved construction plans. Written notice shall be provided to CITY identifying the deficient construction. If the deficiency is not corrected, COUNTY has the right to subtract payment of the items from the total funding.

(e) Upon completion of construction of the Trailhead and Trail, CITY shall be responsible for the day-to-day operations and all maintenance and repair of both. All maintenance and repair of the COUNTY Trailhead and Trail includes both the ground maintenance and the structural integrity in a manner consistent with CITY's parks.

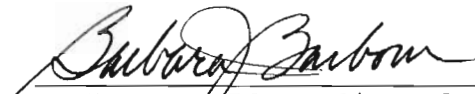
(f) In the event the Trailhead and Trail are not completed in accordance with the approved construction plan on or before June 1, 2008, CITY agrees to repay COUNTY the full amount of COUNTY's contribution as of that date, not to exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

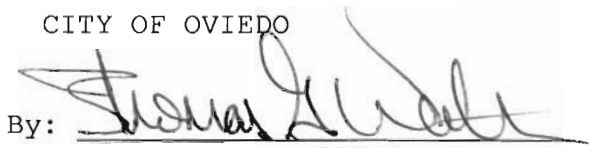
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF OVIEDO


BARBARA BARBOUR, City Clerk

By:


THOMAS G. WALTERS, Mayor

(CORPORATE SEAL)

Date: March 5, 2007

Approved as to form
and legal sufficiency.


City Attorney 3-2-07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
Of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20 ____
regular meeting.

County Attorney

**FIRST AMENDMENT TO SEMINOLE COUNTY AND CITY OF OVIEDO
COMMUNITY PARK AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 30th day of January, 2001, between **CITY OF OVIEDO, FLORIDA**, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CITY and COUNTY entered into the above-referenced Agreement on January 30, 2001 for development and operation of a multipurpose community park; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 7 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2(b) of the Agreement is amended to read:

(b) In the event that the WINTER MILES PROPERTY is not developed in accordance with Section 2(a) by June 30, 2006, CITY agrees to repay the COUNTY the full amount of the COUNTY's contribution as described in Section 3 below; provided, however, that in the event substantial completion, as determined by the COUNTY, has occurred by June 30, 2006, CITY agrees to repay the COUNTY fifty percent (50%) of the COUNTY's contribution as described in Section 3 below. Substantial completion

shall include, at a minimum, the three (3) lighted multi-purpose fields (minimum three (3) acres each).

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF OVIEDO

BARBARA BARBOUR, City Clerk
(CORPORATE SEAL)

By: _____
THOMAS G. WALTERS, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
1/6/06
lam Oviedo park agt

SEMINOLE COUNTY AND CITY OF OVIEDO COMMUNITY PARK AGREEMENT

This Agreement made and entered into this 30th day of January, 2001, by and between the CITY OF OVIEDO, FLORIDA, a municipal corporation, existing under the laws of the State of Florida, whose principal address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

That pursuant to the authority of Section 163.01, et seq., Fla. Stat. (1999) and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the COUNTY and CITY mutually covenant and agree as follows:

1. **LAND:** The CITY shall purchase 65.252 acres of land, hereinafter referred to as the "WINTER MILES PROPERTY", as described in Exhibit "A", attached hereto and incorporated herein by reference, for the purpose of developing and operating a multi-purpose community park, hereinafter referred to as the "PARK", as described in a Master Plan to be approved by the COUNTY.

2. **SCOPE OF USE.**

(a) The Master Plan shall be completed by the CITY and submitted to the COUNTY within one (1) year of the first incremental payment by the COUNTY. The Master Plan shall include at a minimum the following facilities:

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Charles Cook
DEPUTY CLERK

3 lighted multi-purpose fields (minimum 3 acres each)
150 parking spaces, paved
1 restroom facility
1 playground to consist of playground equipment
with cushioned base
1 picnic area with pavilion

(b) In the event that the WINTER MILES PROPERTY is not developed in accordance with Section 2(a) within five (5) years from the date of this Agreement, CITY agrees to repay the COUNTY the full amount of the COUNTY's contribution as described in Section 3 below; provided, however, that in the event substantial completion as determined by COUNTY has occurred within five (5) years from the date of this Agreement, CITY agrees to repay the COUNTY fifty percent (50%) of the COUNTY's contribution as described in Section 3 below. Substantial completion shall include, at a minimum, the 3 lighted multi-purpose fields (minimum 3 acres each).

(c) On or before December 1 of each calendar year the CITY shall provide the COUNTY with a written report on the community use of the PARK. Such report shall also address the CITY's use of the COUNTY's contributed funds prior to construction of the PARK and shall be submitted to the COUNTY in a mutually agreed upon format.

(d) The CITY shall eliminate its current two-tiered parks and recreation fees for city and non-city residents and any preference for city residents in registration for recreational programs at this PARK.

3. PAYMENTS

(a) The COUNTY hereby agrees to contribute to the CITY ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) over three (3) years to acquire the WINTER MILES PROPERTY.

(b) The COUNTY hereby agrees to contribute to the CITY THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$333,334.00) of the total set forth above, in full upon the favorable completion of due diligence as defined in Section 3(e). Two (2) incremental payments of THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$333,333.00) shall be due on or before December 31, 2001, and December 31, 2002, respectively. .

2000/01	\$333,334	Master Plan and Demolition
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2001/02	\$333,333
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and

2002/03 \$333,333 3 lighted multi-purpose fields
(minimum 3 acres)

150 parking spaces, paved

1 restroom facility

1 playground to consist of playground
equipment with cushioned base

1 picnic area with pavilion

(c) The CITY shall be responsible for the operation and maintenance of the PARK. The CITY acknowledges and agrees that the COUNTY will not provide any further funds for the development or operation of the PARK beyond that described in the time line set forth above. .

(d) All disbursements by CITY for the WINTER MILES PROPERTY and PARK must be fully documented to the COUNTY and available, upon re-

quest, for all inspection or audit in accordance with *Chapter 119, Florida Statutes*.

(e) The COUNTY's contributions, as set forth above, are contingent upon the CITY's favorable completion of due diligence to include a survey, title search, appraisal, and Level 1 environmental assessment. If the Level 1 assessment indicates the necessity for further evaluation, a Level 2 assessment will be prepared.

4. PURCHASE AGREEMENT

The CITY shall include the following paragraphs in any purchase agreement for the Winter Miles Property:

(a) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by CITY or which have not been disclosed to CITY.

(b) (1) OWNER represents and warrants that the properties are not now being used and have not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous or toxic chemical storage facility or dumpsite. OWNER further represents and warrants that the property is not now being used and has not been used in the past as a garbage dump or landfill area.

(2) OWNER represents and warrants that the properties are not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions, since OWNER took title.

(3) CITY shall have the right, prior to each closing, to come upon the Parcel at reasonable times with its employees, engineers and other personnel to inspect and conduct testing upon the property. If CITY determines that the Parcel contains any toxic waste or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site. CITY may elect to cancel this Purchase Agreement and have all sums paid hereunder returned to it. This Purchase Agreement is specifically made contingent upon the respective Parcel being free of contamination and as represented above.

(4) OWNER shall indemnify, reimburse, defend and hold harmless the CITY from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon CITY, arising out of or as a consequence of the use of the properties by OWNER (or any prior owner or operator) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the properties by OWNER or any prior owner or operator as a garbage dump or landfill.

(5) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in, on or upon the property being acquired by the CITY.

5. PROJECT PUBLICITY: Any project sign or PARK sign, as stated herein, shall recognize the Seminole County Board of County Commissioners as a source of funding for the PARK.

6. NOTICES: All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind shall be in writing and addressed to the parties as follows:

For OVIEDO:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

with a copy to:

Parks and Recreation Director
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For COUNTY:

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

with a copy to:

Director, Library and Leisure Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other parties of the change of address. Service of notice shall be deemed complete upon mailing.

7. COMPLETE AGREEMENT:

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

8. **APPLICABLE LAW:** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

9. **SEVERABILITY:** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

10. **HEADINGS:** The headings of each section in this Agreement are for convenience only and do not define, limit, or construe the content of such sections.

11. **WAIVER:** No consent or waiver, expressed or implied, by any party to or of any breach of any covenant, condition, or duty of any party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty.

12. **ASSIGNMENT:** The parties to this Agreement shall not assign this Agreement nor any interest arising herein without the written consent of the others hereto.

13. MISCELLANEOUS:

(a) Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of partnership or joint venture.

(b) Whenever the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

14. DEFAULT: No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

ATTEST:

CITY OF OVIEDO, FLORIDA


Barbara Barbour
BARBARA BARBOUR, City Clerk

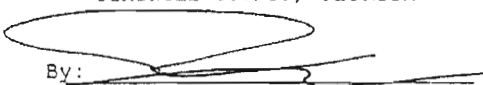
By: Marylou Andrews
MARYLOU ANDREWS, Mayor

Date: January 16, 2001

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARIANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: 
DICK VAN DER WEIDE, Chairman

Date: 01-30-01

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commission-
ers at their 1/23, 2001,
regular meeting.


County Attorney

GAH
10/13/00 10/26/00 10/31/00 11/3/00 11/30/00 12/29/00 1/4/00
calk01/park

Attachment:
Exhibit "A" - Legal Description

SL4926 01/03/99 WALKER/OVIEDO PARCELS 1 & 2 (01.0321 AC,
01/02/01 4:33 PM Page 1 of 3

99034 0005 RC/TT

WALKER/OVIEDO

DESCRIPTION:

Parcel 1:

Lots 8, 9 and 10 of SWOPE'S 3RD ADDITION TO BLACK HAMMOCK, according to the plat thereof as recorded in Plat Book 3, Page 20 of the Public Records of Seminole County, Florida, TOGETHER with all that portion of that certain forty foot wide tract in Section 12, Township 21 South, Range 31 East, Seminole County, Florida, adjoining the Southerly line of Lots 8, 9 and 10, SWOPE'S 3RD ADDITION TO BLACK HAMMOCK, as per Plat thereof recorded in Plat Book 3, Page 20, Public Records of Seminole County, Florida, and adjoining the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 21 South, Range 31 East, Seminole County, Florida, acquired from Seaboard Coast Line Railroad Company, and formerly being a 40 foot wide right-of-way of the Seaboard Coast Line Railroad Company.

Less Parcel A.

The Northwesterly 17 feet of Lot 9, deeded in Official Records Book 1406, Page 337 and clarified in Official Records Book 1801, Page 134 and in Official Records Book 1801, Page 136, of the Public Records of Seminole County, Florida.

Less Parcel B.

The following described parcel conveyed in Official Records Book 1415, Page 1891, of the Public Records of Seminole County, Florida:

From a concrete monument at the Southwest corner of Lot 8, SWOPE'S 3RD ADDITION TO BLACK HAMMOCK, as recorded in Plat Book 3, Page 20 of the Public Records of Seminole County, Florida, run East 30 feet, thence North 334.83 feet for a Point of Beginning; thence run North 58°38' East 1,013.10 feet; thence North 09°35' West 349.99 feet to the South right-of-way line of Highway 426; run Southwest along the South boundary of the right-

EXHIBIT "A"

SL4986 5/25/99 WALKER, GATEDO, PARCEL 1 & 2 (65.252 AC)
01/09/01 4:39 PM - Page 2 of 5

SP214 5005 KOTT

of-way of Highway 426 South 58°38' West 187.12' to the PC of a curve concave to the right having a radius of 3,137.24 feet and a central angle of 3°28'; continuing along the South boundary of Highway 426 run along the arc of said curve 189.82 feet to the PT; thence continuing along the South boundary of State Road 426 run South 61°20' West 507.65 feet to a PC; thence continuing along the South boundary of Highway 426 run along an arc 43.41 feet; thence run South 414.37 feet to the Point of Beginning.

Less Parcel C.

The Northwesterly 17 feet of Lot 10 and the Northwesterly 17 feet of the Westerly 30 feet of Lot 8, deeded in Official Records Book 1426, Page 194, of the Public Records of Seminole County, Florida.

Less Parcel D.

The following described parcel conveyed in Official Records Book 2811, Page 928, of the Public Records of Seminole County, Florida:

From a concrete monument at the Southwest corner of Lot 8, SWOPE'S 3RD ADDITION TO BLACK HAMMOCK, as recorded in Plat Book 3, Page 20, of the Public Records of Seminole County, Florida, run North 334.83 feet for a point of beginning, then run East 28 feet; then run North 300 feet; then run West 28 feet; then run South 300 feet to the point of beginning.

Together with:

Parcel 2:

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 21, South, Range 31 East, of Seminole County, Florida.

Containing 65.252 acres more or less and being subject to any rights-of-way, restrictions and easements of record.